

Agreement Emergency Response Fund

This agreement (“Agreement”) sets forth our mutual understanding of the terms and conditions for the grant by First 5 Solano Children and Families Commission, as a department of the County of Solano (collectively, “County”), and _____ (“Grantee”).

The grant shall be in the amount of \$_____ and is only to be used to carry out the activities associated with addressing needs generated by the local, state, and federal response to community emergencies as described on the Emergency Response Fund Application, which is attached as Exhibit 1 and incorporated by reference as though set forth in full. Grant funds must be utilized in the fiscal year in which they are issued. Any funds not utilized in the fiscal year in which they were issued must be returned to First 5 Solano.

The purpose of the funding for emergency response is to assist First 5 Solano’s community partners by providing resources which may lift barriers to providing services to Solano County’s children ages 0-5, their families, and providers of services during emergency events.

County makes this grant with the parties’ understanding that Grantee will indemnify, hold harmless and assume the defense of County, its officers, employees, agents and elective and appointive boards from all claims, losses, damages, including property damages, personal injury, death and liability of every kind, directly or indirectly, arising as a result of or in connection with Grantee’s activities in connection with this Agreement.

The parties further understand and agree that Grantee: (1) shall maintain and enforce a drug free workplace¹; (2) shall abide by all health and safety standards set forth by the State of California and/or County pursuant to the Injury and Illness Prevention Program; and (3) is knowledgeable of the Child Abuse and Neglect Reporting Act (Penal Code section 11164 et seq.) requiring reporting of suspected abuse. Additionally, Grantee agrees that the event funded will be located in Solano County, will be tobacco-free and will acknowledge the support of the First 5 Solano Children and Families Commission in its advertising. The event may not be for religious purposes, to benefit an individual, to promote a candidate for public office or for any other political purpose.

The requesting individual or agency must complete and return the “Emergency Response Fund Grant Report” about the outcome of the funding within 30 days after the conclusion of the activity(ies). Any individual or organization that fails to provide this report may be considered ineligible for future funding.

The laws of the State of California shall govern the validity, enforceability or interpretation of this Agreement. This Agreement, including any exhibits referenced, constitutes the entire agreement between the parties and supersedes any prior written or oral agreements between them concerning the subject matter contained in this Agreement. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

¹ Government Code section 8350 et. seq.

If these terms are your understanding, please execute this Agreement in the space provided below, indicating that you acknowledge the terms and conditions under which grant has been awarded and that you certify that the individual signing has the proper authority to bind Grantee to all terms and conditions set forth in this Agreement.

SOLANO COUNTY

By: _____
Michele Harris, Executive Director First 5 Solano
Children and Families Commission

I acknowledge and accept the above-listed terms and conditions for receipt of the above-referenced grant.

Date: _____

By: _____
Signature

Grantee Name

Address (Street, City, Zip Code)

Telephone Number